

**FILED**  
NOV 13 2020  
Clerk, U.S. District Court  
District Of Montana  
Missoula

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
BUTTE DIVISION

APEX ABRASIVES, INC.,

Plaintiff,

vs.

WGI HEAVY MINERALS, INC., and  
WGI HEAVY MINERALS, LLC,

Defendants.

CV 14-37-BU-DWM

VERDICT

We, the jury, enter our verdict in the above-entitled case as follows:

**Breach of Contract**

**Question 1.** Has Apex shown by a preponderance of the evidence that WGI breached the Marketing and Sales Agreement between Apex and WGI?

Yes X No \_\_\_\_\_

**Question 2.** If “yes,” has WGI shown by a preponderance of the evidence that its non-performance was excused?

Yes \_\_\_\_\_ No X

**Question 3.** If you answered “no” to Question 2, what amount of damages, if any, do you award Apex for WGI’s breach of the Sales and Marketing Contract?

\$ 593,450

**Implied Covenant**

**Question 4.** Has Apex shown by a preponderance of the evidence that WGI breached the implied covenant of good faith and fair dealing in connection with the Sales and Marketing Agreement?

Yes ~~\_\_\_\_\_~~ No X

**Question 5.** If “yes” and damages were not previously awarded in Question 3, what amount of damages, if any, do you award Apex for WGI’s breach of the implied covenant?

\$ —

**Constructive Fraud**

**Question 6.** Has Apex shown by a preponderance of the evidence that WGI committed constructive fraud against Apex?

Yes \_\_\_\_\_ No X

**Question 7.** If “yes,” what amount of damages, if any, do you award Apex for WGI’s constructive fraud?

\$ —

**Negligent Misrepresentation**

**Question 8.** Has Apex shown by a preponderance of the evidence that WGI made a negligent misrepresentation(s) to Apex?

Yes \_\_\_\_\_ No X \_\_\_\_\_

**Question 9.** If “yes,” what amount of damages, if any, do you award Apex for WGI’s negligent misrepresentation(s)?

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DATED this 13 day of November, 2020.

Foreperson signature redacted. Original document filed under seal.